

Union Tank Car Company



90 Half Day Road
Lincolnshire, Illinois 60015

A Subsidiary of
Trans Union Corporation

Direct Tel. No.: RECORDATION NO. *9111-A* Filed 1425

DEC 8 1978 *2:20 PM*

INTERSTATE COMMERCE COMMISSION December 1, 1978

8-342A079

No. *101*
Date *DEC 8 1978*
Fee \$ *10.00*

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

ICC Washington, D. C

Dear Sir:

We transmit to you herewith by registered mail for recordation, pursuant to Section 20c of the Interstate Commerce Act, an original and two certified counterparts of the First Supplemental Equipment Trust Agreement (the "Supplemental Agreement"), dated November 15, 1978, by and between Union Tank Car Company, 90 Half Day Road, Lincolnshire, Illinois 60015 (the "Company"), and Continental Illinois National Bank and Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois 60693 (the "Bank") as Trustee, which amends the Equipment Trust Agreement dated as of December 1, 1977, between the Company and the Bank. The Supplemental Agreement evidences the addition under the said Equipment Trust Agreement of 125 railroad cars more fully described in Schedule A attached hereto.

The Supplemental Agreement should be recorded as a supplement to the Equipment Trust Agreement dated as of December 1, 1977, which was recorded with your office on December 5, 1977, and assigned recordation number 9111. We enclose herewith our check in the amount of \$10.00 payable to the Interstate Commerce Commission to cover the recordation fee.

Please return the original copy of the Supplemental Agreement to the undersigned.

Very truly yours,

UNION TANK CAR COMPANY

By *A. B. Hillman*
A. B. Hillman
Attorney

RECEIVED

DEC 8 2 16 PM '78

I.C.C.
FEE OPERATION BR.

Interstate Commerce Commission

Washington, D.C. 20423

12/8/78

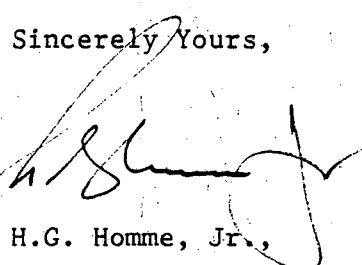
OFFICE OF THE SECRETARY

**A.B. Hillman, Atty.
Union Tank Car Company
90 Half Day Road
Lincolnshire, Illinois**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **12/8/78** at **2:20pm**, and assigned recordation number(s) **9111-A**

Sincerely Yours,


**H.G. Homme, Jr.,
Secretary**

Enclosure(s)

**SE-30-T
(2/78)**

RECORDATION NO. 9117 A Filed 1425
DEC 8 1978 -2 20 PM
INTERSTATE COMMERCE COMMISSION

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

C E R T I F I C A T E

The undersigned, Barbara J. Tweed, a Notary Public in and for said County, states that she compared the attached copy of the First Supplemental Equipment Trust Agreement dated as of the 15th day of November, 1978, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 1st day of December, 1978.

Barbara J. Tweed
Notary Public

My Commission Expires Feb. 21, 1979



THIS FIRST SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of November 15, 1978, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and Continental Illinois National Bank and Trust Company of Chicago, a national banking association, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of December 1, 1977, (the "Trust Agreement"), providing for an issue of its 8.35% Equipment Trust Certificates due December 1, 1997, (the "Trust Certificates"), in aggregate principal amount of \$40,000,000; and

WHEREAS, the aggregate final Cost (as defined in the Trust Agreement) of the Equipment heretofore transferred to the Trustee pursuant to Section 4.04 of the Trust Agreement has been determined to be less than 133-1/3% of the aggregate principal amount of Trust Certificates issued pursuant to Section 2.01 of the Trust Agreement; and

WHEREAS, pursuant to said Section 4.04, Union desires to transfer and convey to the Trustee additional Equipment in such amount and of such Cost that the final Cost of the Trust Equipment will be at least 133-1/3% of the aggregate principal amount of said Trust Certificates; and

WHEREAS, the Company desires to comply with Section 5.03 of the Trust Agreement by the execution of a supplement thereto, to evidence the inclusion of the aforesaid Equipment as a part of the Trust Equipment under the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

ARTICLE ONE

Addition of Equipment

The Equipment described in Schedule A annexed hereto is hereby added to and included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all the terms and conditions of the Trust Agreement in all respects as though it had been part of the Trust Equipment specifically described in the Trust Agreement.

ARTICLE TWO

Concerning the Trustee

The Trustee accepts the provisions of this First Supplemental Equipment Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company. The Trustee makes no representations and shall have no responsibility as to the validity of this First Supplemental Trust Agreement.

ARTICLE THREE

Miscellaneous Provisions

Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

This First Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this First Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.

UNION TANK CAR COMPANY

By 

Vice President

ATTEST:


Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By 

Vice President

ATTEST:



Trust Officer

STATE OF ILLINOIS

COUNTY OF LAKE

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) SS.
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On the 15th day of November, 1978, before me personally came D. B. Romans, to me known, who, being by me duly sworn, did depose and say that he resides at 90 Half Day Road, Lincolnshire, Illinois 60015; that he is a Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.



Notary Public

My Commission Expires July 10, 1980

STATE OF ILLINOIS

COUNTY OF COOK

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) SS
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On the 20 day of November, 1978, before me personally came DONALD W. ALFVIN to me known, who, being by me duly sworn, did depose and say that he resides at 2200 Parkway St
GLENVIEW, ILLINOIS 60025 : that he is a Vice President of Continental Illinois National Bank and Trust Company of Chicago, the national banking association described in and which executed the foregoing instrument; that he knows the seal of said national banking association; that the seal affixed to said instrument is such seal; that it was so affixed by authority of the Board of Directors of said national banking association, and that he signed his name thereto by like authority.



Notary Public

Hazel Ivaz

My Commission Expires December 6, 1981

SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

QUANTITY	A.A.R. MECHANICAL DESIGNATION CODE	CAPACITY IN GALLONS	ROAD NUMBERS
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9	LO	4,750 CUFT	SPEG1042-SPEG1050
2	TA	13,500	11718-11719
3	TM	11,000	24956,24963-24964
8	TM	14,000	24966,24968-24974
67	TM	20,000	57793-57817,70425-70433 70618-70650
1	TM	21,000	48693
5	TP	25,000	94844,94887,94929,94969 94977
30	TP	33,800	99531-99533,99535-99536 99542-99545,99547-99565 99567-99568

125	TOTAL		
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